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10/657,807

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	G. Sarlet et al.	Examiner:	Unknown
Serial No.:	10/657,807	Group Art Unit:	Unknown
Filed:	10666800	Docket No.:	1010.8126UU
Title:	Method for Characterizing Tunable Lasers		

CERTIFICATE UNDER 37 C.F.R. 1.8: The undersigned hereby certifies that this Transmittal Letter and the paper, as described herein, are being deposited in the United States Postal Service, as first class mail, with sufficient postage, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on May 11, 2004.

Iain A. McIntyre
Name

Signature

PETITION SUBMITTED UNDER 37 C.F.R. § 1.47(a)

Assistant Commissioner for Patents
Washington, D.C. 20231

This petition is submitted along with a partially signed declaration in response to the Notice to File Missing Parts, dated December 11, 2003.

Facts

The pertinent facts are listed below.

1. The present patent application was filed on September 18, 2003, based on Provisional Patent Application Serial No. 60/411,858, filed September 18, 2002. The present application was filed with an unsigned declaration. The invention was developed by the inventors as part of their duties while employed by, or contracted to, ADC Telecommunications Inc., Eden Prairie, Minnesota. None of the inventors remained in the employ of ADC Telecommunications Inc. at the time the present application was filed.

2. A Notice to File Missing Parts was issued by the USPTO on December 11, 2003.

05/19/2004 MBERHE 00000106 10666850

01 FC:1460

130.00 OP

3. Copies of the application were mailed by the below-signed attorney to all inventors. In particular, a copy of the application, including drawings, declaration and assignment, were sent via International Federal Express on January 13, 2004, to all inventors, namely:

Mr. G. Sarlet, Orkanvagen 35, 35-17771 Jarfalla, Sweden.
Mr. P. Szabo Ostervagen 18, SE-16955 Solna, Sweden.
Mr. C. Obert, Allevagen 10, SE-74621 Balsta, Sweden
Mt. T. Nyman, Regeringsatan 78, 3tr, SE-11139, Stockholm, Sweden.

4. The addresses used for Messrs. Sarlet, Szabo, Obert and Nyman were their last known addresses.

5. Mr. Obert returned the executed formal declaration and assignment.

6. The packages sent to Messrs. Nyman and Sarlet were returned to the below-signed attorney as being undeliverable.

7. No response was received from Mr. Szabo.

Petition

As is outlined in the facts above, a diligent effort was made to contact Messrs. Sarlet, Szabo and Nyman and present them with copies of the application and declaration. This effort failed, and Messrs. Sarlet, Szabo and Nyman have not been reached. The remaining Applicant submits this petition along with the response to the Notice to File Missing Parts, and request that the PTO consider the application to be complete.

This petition is accompanied by:

- (A) Declarations signed by the Mr. C. Obert which, according to MPEP § 409.03(a) may be treated as a signature by the remaining inventor on behalf of Messrs. Sarlet, Szabo and Nyman.
- (B) Evidence supporting the nonavailability of Messrs Sarlet, Szabo and Nyman provided in the facts listed above and in the attached papers.
- (C) The last known addresses of Messrs. Sarlet, Szabo and Nyman, provided in paragraph 3 of the Facts, above.
- (D) A petition fee in the amount \$130 according to 37 C.F.R. § 1.17(h)

Applicants believe that all requirements of 37 C.F.R. § 1.47(a) have been met.

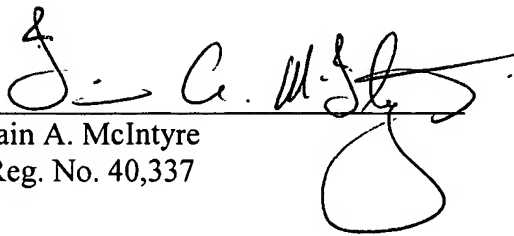
Should there be any further issues concerning this application, the Office is invited to contact Iain A. McIntyre at 612 436 9610.

Respectfully submitted,

CCVL P.A.

Customer No. 38846

May 11, 2004



Iain A. McIntyre
Reg. No. 40,337



CARLSON, CASPERS, VANDENBURGH & LINDQUIST
INTELLECTUAL PROPERTY LITIGATION & COUNSELING

Iain A. McIntyre, Ph.D.
Direct Dial: 612.436.9610
E-mail: imcintyre@ccvl.com

January 13, 2004

Gert Sarlet
Orkanvagen 35
35-177 71 Jarfalla
SWEDEN

VIA INT'L FEDERAL EXPRESS

Re: U.S. Patent Application Serial Number 10/666,850 for:
METHOD FOR CHARACTERIZING TUNABLE LASERS
Our Reference No. 1010.8131UU

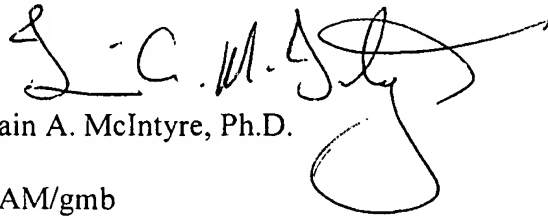
Dear Mr. Sarlett:

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Very truly yours,



Iain A. McIntyre, Ph.D.

IAM/gmb

Enclosures

A Professional Corporation

225 South Sixth Street, Suite 3200, Minneapolis, MN 55402
Tel. 612.436.9600 Fax. 612.436.9605 www.ccvl.com

Orig. ID: MICA
From: GWEN M BRUNS (612) 436-9600
CARLSON, CASPERS, VANDENBURGH
225 SOUTH 6TH STREET
SUITE 3200
MINNEAPOLIS
MN 55402 (US)



NDR30.55(h)

To: Gert Sarlet 0000000000

IRS/EIN:
SHIP DATE: 13JAN04
WEIGHT: 1 LBS

Orkanvagen 35

35-177 71 Jarfalla SWEDEN (SE)

Description
patent documents

Country Mfg.

CUSTOM VALUE: 0.00 USD
CARRIAGE VALUE: 0.00 USD

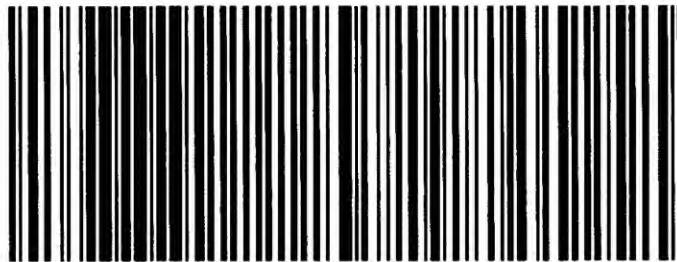
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For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. 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FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, **FEDERAL EXPRESS CORPORATION**, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.



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Iain A. McIntyre, Ph.D.
Direct Dial: 612.436.9610
E-mail: imcintyre@ccvl.com

January 13, 2004

Peter Szabo
Ostervagen 38
SE-169 55 Solna
SWEDEN

VIA INT'L FEDERAL EXPRESS

Re: U.S. Patent Application Serial Number 10/666,850 for:
METHOD FOR CHARACTERIZING TUNABLE LASERS
Our Reference No. 1010.8131UU

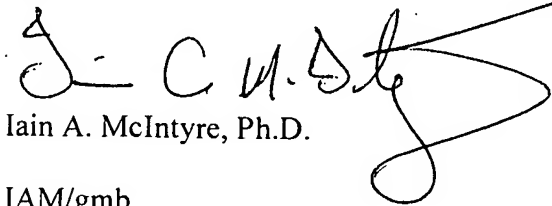
Dear Mr. Szabo:

Enclosed is a copy of a Patent Application that was filed on behalf of ADC Telecommunications on September 18, 2003. We believe that you are an inventor on this application. Please review the application and check that you invented the claimed subject matter.

Enclosed are Declaration and Power of Attorney and Assignment forms. Please sign the documents and return them to us at your earliest convenience. We need to file these forms with the U.S. Patent and Trademark office.

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Very truly yours,



Iain A. McIntyre, Ph.D.

IAM/gmb

Enclosures

A Professional Corporation

225 South Sixth Street, Suite 3200, Minneapolis, MN 55402
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SUITE 3200
MINNEAPOLIS
MN 55402 (US)



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To: Peter Szabo 0000000000

IRS/EIN:
SHIP DATE: 13JAN04
WEIGHT: 1 LBS

Ostervagen 38

SE-169 55 Solna SWEDEN (SE)

Description
patent documents

Country Mfg.

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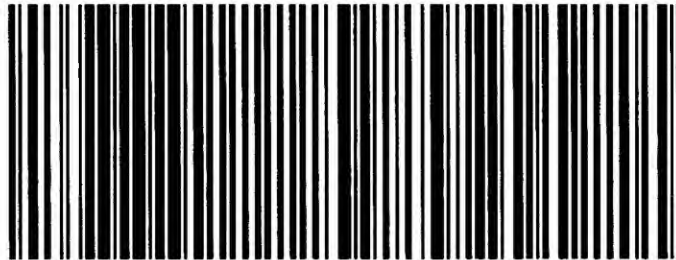
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Iain A. McIntyre, Ph.D.
Direct Dial: 612.436.9610
E-mail: imcintyre@ccvl.com

January 13, 2004

Torbjorn Nyman
Regeringsgatan 78, 3tr
SE-111 39 Stockholm
SWEDEN

VIA INT'L FEDERAL EXPRESS

Re: U.S. Patent Application Serial Number 10/666,850 for:
METHOD FOR CHARACTERIZING TUNABLE LASERS
Our Reference No. 1010.8131UU

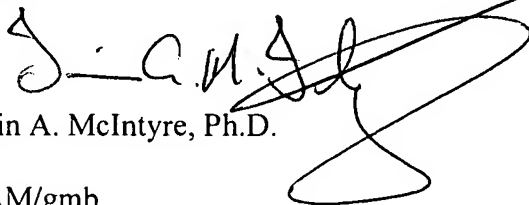
Dear Mr. Nyman:

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Very truly yours,



Iain A. McIntyre, Ph.D.

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Orig. ID: MICA
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CARLSON, CASPERS, VANDENBURGH
225 SOUTH 6TH STREET
SUITE 3200
MINNEAPOLIS
MN 55402 (US)



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To: Torbjorn Nyman 0000000000

IRS/EIN:
SHIP DATE: 13JAN04
WEIGHT: 1 LBS

Regeringsgatan 78, 3tr**SE-111 39 Stockholm SWEDEN (SE)**

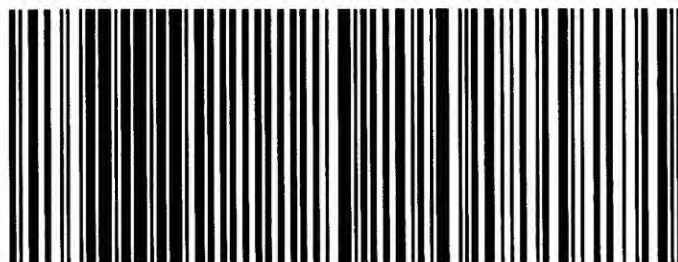
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CUSTOM VALUE: 0.00 USD
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LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR

CARRIAGE NOTICE. For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION

OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.